REMARKS

Claims 1-20 are pending in this application. Applicant respectfully submits that the present invention, as defined by Claims 1-20, is patentable over the prior art. In this regard, Applicant respectfully traverses the Examiner's rejections of Claims 1-20, and Applicant respectfully requests that the Examiner's rejections of Claims 1-20 be withdrawn.

Based on the following Remarks, the application is deemed to be in condition for allowance and action to that end is respectfully requested.

I. THE 35 U.S.C. §112 REJECTIONS:

The Examiner rejected Claims 1-20 under 35 U.S.C. §112, second paragraph, "as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention." In particular, the Examiner, at page 2, lines 12-18, stated:

> "4. Independent claims 1, 8, and 15 are directed to apparatuses comprising a processor, a display device and an output device, but also recite method steps performed by the processor such as generating data. The claims are indefinite because they recite both apparatuses and method steps. Second, claims 1 and 8 recite processing a first set of data, but later disclose that the processor

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generates a fourth set of data which is the equivalent
of the first set of data used. It is unclear, how the
first and the fourth set of data are different and how
one can be used the generate itself." Office Action,
mailed January 16, 2009, page 2, lines 12-18.

Applicant respectfully traverses the Examiner's

rejection under 35 U.S.C. §112. First, Applicant respectfully

submits that Claims 1-20 and, in particular, Claims 1, 8, and

15 do not recite both apparatus and method steps and,

therefore, these Claims do not recite both an apparatus and a

method. Second, Applicant respectfully submits that Claims 1-

20 and, in particular, Claims 1, 8, and 15 are not unclear and

that the fourth set of data is not the equivalent of the first

set of data. In view of the following remarks, Applicant

respectfully submits that Claims 1-20 are not indefinite under

35 U.S.C. §112.

IA. CLAIMS 1-20 AND, IN PARTICULAR, CLAIMS 1, 8, AND 15, DO NOT RECITE BOTH AN APPARATUS AND A METHOD:

Applicant respectfully submits that each of Claims 1-20

do not recite both an apparatus and a method and, therefore,

each of Claims 1-20 are not indefinite under 35 U.S.C. §112.

Applicant respectfully submits that each of independent Claims

1, 8, and 15, do not recite both an apparatus and a method and,

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therefore, each of independent Claims 1, 8, and 15 are not indefinite under 35 U.S.C. §112.

IA(1). Independent Claim 1 does not recite both an apparatus and a method:

Applicant respectfully submits that independent Claim 1 does not recite both an apparatus and a method and, therefore, Applicant respectfully traverses the Examiner's rejection of Claim 1. In view of the following remarks, Applicant respectfully requests that the Examiner's rejection of Claim 1 be withdrawn.

Applicant respectfully submits that independent Claim 1 recites an apparatus claim only. Independent Claim 1 recites:

1. An apparatus for processing lease insurance information, comprising:
a **processor for processing a first data set using a second data set and a third data set,** wherein the first data set contains information for generating at least one of an insurance premium and an insurance policy for providing insurance for excess wear and tear for a leased entity, wherein the second data set contains information regarding at least one of the entity to be leased and a term of the lease, and wherein the third data set contains information regarding at least one of a driving history of a leasing individual, a driving history of a leasing entity, a usage history of a leasing individual, a usage history of a leasing entity, an insurance history of a leasing individual, an insurance history of a leasing entity, a past leasing history of a leasing individual, a past leasing history of a leasing entity, a desired lease insurance coverage, a lease insurance deductible, and a lease insurance policy term, and further **wherein the processor generates a fourth data set** containing the at least one of an insurance

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premium and an insurance policy for providing insurance for excess wear and tear for the leased entity; and

at least one of a display device and an output device for providing information contained in at least one of the fourth data set, the insurance premium, and the insurance policy. (emphasis added).

Applicant respectfully submits that Claim 1 contains both structural language, that is, "a processor", and functional language, that is "for processing a first data set using a second data set and a third data set" and "wherein the processor generates a fourth data set", and Applicant respectfully submits that there is nothing improper with such a claim drafting technique. In re Schreiber, 128 F.3d 1473, 1478 (Fed. Cir. 1997).

Applicant respectfully submits that a patent applicant is free to define his or her invention either by what it is (structurally) or by what it does (functionally). In re Schreiber, 128 F.3d 1473, 1478 (Fed. Cir. 1997) ("A patent applicant is free to recite features of an apparatus either structurally or functionally."); see also Application of Swinehart, 439 F.2d 210, 212 (CCPA 1971) ("[T]here is nothing intrinsically wrong with [defining something by what it does rather than what it is] in defining patent claims.").

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Put simply, Claim 1 is an apparatus claim containing both structural language and functional language, and there is nothing improper with such a claim drafting technique that would render independent Claim 1 indefinite under 35 U.S.C. §112. In re Schreiber, 128 F.3d 1473, 1478 (Fed. Cir. 1997); see also Application of Swinehart, 439 F.2d 210, 212 (CCPA 1971).

In view of the above, the existence in Claim 1 of both structural and functional language does not render Claim 1 indefinite. In view of the foregoing, Applicant respectfully requests that the Examiner's rejection of independent Claim 1, under 35 U.S.C. §112, be withdrawn.

IA(2). Independent Claim 8 does not recite both an apparatus and a method:

Applicant respectfully submits that independent Claim 8 does not recite both an apparatus and a method and, therefore, Applicant respectfully traverses the Examiner's rejection of Claim 8. In view of the following remarks, Applicant respectfully requests that the Examiner's rejection of Claim 8 be withdrawn.

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Applicant respectfully submits that independent Claim 8

recites an apparatus claim only.   Independent Claim 8 recites:

8. An apparatus for processing lease insurance
information, comprising:
**a processor for processing a first data set using a
second data set and a third data set**, wherein the first data
set contains information for generating at least one of an
insurance premium and an insurance policy for providing
insurance for post-warranty repairs for a leased entity,
wherein the second data set contains information regarding at
least one of the entity to be leased and a term of the lease,
and wherein the third data set contains information regarding
at least one of a driving history of the leasing individual, a
driving history of the leasing entity, a usage history of the
leasing individual, a usage history of the leasing entity, an
insurance history of the leasing individual, an insurance
history of the leasing entity, a past leasing history of the
leasing individual, a past leasing history of the leasing
entity, a desired lease insurance coverage, a lease insurance
deductible, and a lease insurance policy term, and further
wherein the processor generates a fourth data set containing at
least one of an insurance premium and an insurance policy for
providing insurance for post-warranty repairs for the leased
entity; and
at least one of a display device and an output device
for providing information contained in at least one of the
fourth data set, the insurance premium, and the insurance
policy. (emphasis added).

Applicant respectfully submits that Claim 8 contains

both structural language, that is, "a processor", and

functional language, that is "for processing a first data set

using a second data set and a third data set" and "wherein the

processor generates a fourth data set", and Applicant

respectfully submits that there is nothing improper with such

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a claim drafting technique. In re Schreiber, 128 F.3d 1473, 1478 (Fed. Cir. 1997).

Applicant incorporates the arguments provided in Section IA(1) above. Applicant respectfully submits that a patent applicant is free to define his or her invention either by what it is (structurally) or by what it does (functionally). In re Schreiber, 128 F.3d 1473, 1478 (Fed. Cir. 1997) ("A patent applicant is free to recite features of an apparatus either structurally or functionally."); see also Application of Swinehart, 439 F.2d 210, 212 (CCPA 1971) ("[T]here is nothing intrinsically wrong with [defining something by what it does rather than what it is] in defining patent claims.").

Put simply, Claim 8 is an apparatus claim containing both structural language and functional language, and there is nothing improper with such a claim drafting technique that would render Claim 8 indefinite under 35 U.S.C. §112. In re Schreiber, 128 F.3d 1473, 1478 (Fed. Cir. 1997); see also Application of Swinehart, 439 F.2d 210, 212 (CCPA 1971).

In view of the above, the existence in Claim 8 of both structural and functional language does not render Claim 8

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indefinite. In view of the foregoing, Applicant respectfully requests that the Examiner's rejection of independent Claim 8, under 35 U.S.C. §112, be withdrawn.

IA(3). Independent Claim 15 does not recite both an apparatus and a method:

Applicant respectfully submits that independent Claim 15 does not recite both an apparatus and a method and, therefore, Applicant respectfully traverses the Examiner's rejection of Claim 15. In view of the following remarks, Applicant respectfully requests that the Examiner's rejection of Claim 15 be withdrawn.

Applicant respectfully submits that independent Claim 15 recites an apparatus claim only. Independent Claim 15 recites:

15. An apparatus for processing lease insurance information, comprising:
a processor for processing a first data set using a second data set and a third data set, wherein the first data set contains information for generating at least one of an insurance premium and an insurance policy for providing insurance for at least one of excess wear and tear for a leased entity and post warranty repairs for a leased entity, wherein the second data set contains information regarding at least one of the entity to be leased and a term of the lease, and wherein the third data set contains information regarding at least one of a driving history of the leasing individual, a driving history of the leasing entity, a usage history of the leasing individual, a usage history of the leasing entity, an insurance history of the leasing individual, an insurance history of the leasing entity, a past leasing history of the leasing individual, a past leasing history of the leasing entity, a

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desired lease insurance coverage, a lease insurance deductible, and a lease insurance policy term, **wherein the processor generates a fourth data set** containing at least one of an insurance premium and an insurance policy for providing at least one of an insurance policy and an insurance product for at least one of excess wear and tear for the leased entity and post warranty repairs for the leased entity, wherein the processor generates a fifth data set containing information regarding at least one of a liability, a potential liability, and a risk of loss, associated with the at least one of an insurance policy and an insurance product;

at least one of a display device and an output device for providing information contained in at least one of the fourth data set, the fifth data set, the insurance premium, the insurance policy, and the insurance product. (emphasis added).

Applicant respectfully submits that Claim 15 contains both structural language, that is, "a processor", and functional language, that is "for processing a first data set using a second data set and a third data set" and "wherein the processor generates a fourth data set", and Applicant respectfully submits that there is nothing improper with such a claim drafting technique. In re Schreiber, 128 F.3d 1473, 1478 (Fed. Cir. 1997).

Applicant incorporates the arguments provided in Section IA(1) above. Applicant respectfully submits that a patent applicant is free to define his or her invention either by what it is (structurally) or by what it does (functionally). In re Schreiber, 128 F.3d 1473, 1478 (Fed. Cir. 1997) ("A patent applicant is free to recite features of

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an apparatus either structurally or functionally."); see also Application of Swinehart, 439 F.2d 210, 212 (CCPA 1971) ("[T]here is nothing intrinsically wrong with [defining something by what it does rather than what it is] in defining patent claims.").

Put simply, Claim 15 is an apparatus claim containing both structural language and functional language, and there is nothing improper with such a claim drafting technique that would render Claim 15 indefinite under 35 U.S.C. §112. In re Schreiber, 128 F.3d 1473, 1478 (Fed. Cir. 1997); see also Application of Swinehart, 439 F.2d 210, 212 (CCPA 1971).

In view of the above, the existence in Claim 15 of both structural and functional language does not render Claim 15 indefinite. In view of the foregoing, Applicant respectfully requests that the Examiner's rejection of Claim 15, under 35 U.S.C. §112, be withdrawn.

IB. THE FOURTH SET OF DATA IS NOT THE EQUIVALENT OF THE FIRST SET OF DATA IN INDEPENDENT CLAIMS 1 AND 8:

Applicant respectfully submits that the fourth data set is not the equivalent of, but rather, is different from, the first data set in each of independent Claims 1 and 8.

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With regards to independent Claim 1, the first data set "contains information for generating at least one of an insurance premium and an insurance policy for providing insurance for excess wear and tear for a leased entity" while the fourth data set contains "the at least one of an insurance premium and an insurance policy for providing insurance for excess wear and tear for the leased entity". Put simply, the first data set contains "information for generating at least one of an insurance premium and an insurance policy . . ." while the fourth data set contains "the at least one of an insurance premium and an insurance policy . . ." In view of the foregoing, by the very words of Claim 1, the fourth data set is not the equivalent of, but rather, is different from, the first data set.

In view of the foregoing, Applicant respectfully submits that Claim 1 is not indefinite under 35 U.S.C. §112. Withdrawal of the rejection of independent Claim 1 is, therefore, respectfully requested.

With regards to independent Claim 8, the first data set "contains information for generating at least one of an insurance premium and an insurance policy for providing insurance for post-warranty repairs for a leased entity" while

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the fourth data set contains "at least one of an insurance premium and an insurance policy for providing insurance for post-warranty repairs for the leased entity". Put simply, the first data set contains "information for generating at least one of an insurance premium and an insurance policy . . ." while the fourth data set contains "at least one of an insurance premium and an insurance policy . . ." In view of the foregoing, by the very words of Claim 8, the fourth data set is not the equivalent of, but rather, is different from, the first data set.

In view of the foregoing, Applicant respectfully submits that Claim 8 is not indefinite under 35 U.S.C. §112. Withdrawal of the rejection of independent Claim 8 is, therefore, respectfully requested.

IC. CLAIMS 1-20 ARE NOT UNPATENTABLE UNDER 35 U.S.C. §112:

For the foregoing reasons, Applicant respectfully submits that Claims 1-20 are in compliance with 35 U.S.C. §112. Withdrawal of the Examiner's rejection of Claims 1-20 under 35 U.S.C. §112 is, therefore, respectfully requested.

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II. THE 35 U.S.C. §103 REJECTIONS:

The Examiner asserts that Claims 1-3, 5-10, and 13-17 are rejected under 35 U.S.C. §103(a) as being unpatentable over Mitcham, U.S. Patent No. 5,537,315 (Mitcham). The Examiner also asserts that Claims 4, 11, 12, and 18-20 are rejected under 35 U.S.C. §103(a) as being unpatentable over Mitcham in view of Minturn, U.S. Patent No. 5,692,501 (Minturn). Applicant respectfully traverses the Examiner's rejections under 35 U.S.C. §103(a). Applicant respectfully submits that the present invention, as defined by Claims 1-20, is patentable over the prior art.

IIA. CLAIMS 1-7 ARE PATENTABLE OVER THE PRIOR ART:

Applicant respectfully submits that the present invention, as defined by Claims 1-7, is patentable over the prior art. Applicant respectfully submits that the present invention, as defined by independent Claim 1, is patentable over the prior art. Applicant submits that the present invention, as defined by independent Claim 1, is patentable over Mithcham.

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Applicant respectfully submits that the Examiner's reliance on <u>In re Swineheart</u> and <u>In re Schreiber</u> is untenable. Applicant respectfully submits that the Examiner has not provided any reason for the Examiner or the Patent Office to believe that the functional limitations of Claim 1 are inherent characteristics of Mitcham. See, for example, <u>In re Schreiber</u>, 128 F.3d 1473, 1478 (Fed. Cir. 1997). Applicant further respectfully submits that Mitcham does not disclose, teach, or suggest, inherently or otherwise, the subject matter of the functional limitations of independent Claim 1, and further, Applicant submits that Mitcham does not, disclose, teach, or suggest, the present invention, as defined by independent Claim 1.

Applicant respectfully submits that Mitcham does not disclose, teach, or suggest, an apparatus for processing lease insurance information, comprising: a processor for processing a first data set using a second data set and a third data set, wherein the first data set contains information for generating at least one of an insurance premium and an insurance policy for providing insurance for excess wear and tear for a leased entity, wherein the second data set contains information regarding at least one of the entity to be leased and a term of the lease, and wherein the third data set contains information

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regarding at least one of a driving history of a leasing individual, a driving history of a leasing entity, a usage history of a leasing individual, a usage history of a leasing entity, an insurance history of a leasing individual, an insurance history of a leasing entity, a past leasing history of a leasing individual, a past leasing history of a leasing entity, a desired lease insurance coverage, a lease insurance deductible, and a lease insurance policy term, and further wherein the processor generates a fourth data set containing the at least one of an insurance premium and an insurance policy for providing insurance for excess wear and tear for the leased entity; and at least one of a display device and an output device for providing information contained in at least one of the fourth data set, the insurance premium, and the insurance policy, all of which features are specifically recited features of independent Claim 1.

Applicant submits that Mitcham does not disclose, teach, or suggest, an apparatus for processing lease insurance information. Applicant submits that Mitcham does not disclose, teach, or suggest, lease insurance and that Mitcham does not disclose, teach, or suggest, at least one of an insurance premium and an insurance policy for providing insurance for excess wear and tear for a leased entity. Applicant further

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submits that Mitcham does not disclose, teach, or suggest, the recited processor, the recited first data set, the recited second data set, the recited third data set, and the recited fourth data set, having the recited features of independent Claim 1.

Applicant further submits that Mitcham does not disclose, teach, or suggest, the recited processor for processing the recited first data set using the recited second data set and the recited third data set, wherein the recited first data set contains information for generating at least one of an insurance premium and an insurance policy for providing insurance for excess wear and tear for a leased entity, wherein the recited second data set contains information regarding at least one of the entity to be leased and a term of the lease, and wherein the recited third data set contains information regarding at least one of a driving history of a leasing individual, a driving history of a leasing entity, a usage history of a leasing individual, a usage history of a leasing entity, an insurance history of a leasing individual, an insurance history of a leasing entity, a past leasing history of a leasing individual, a past leasing history of a leasing entity, a desired lease insurance coverage, a lease insurance deductible, and a lease insurance policy term.

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Applicant further submits that Mitcham does not

disclose, teach, or suggest, the recited processor which

generates the recited fourth data set containing the recited at

least one of an insurance premium and an insurance policy for

providing insurance for excess wear and tear for the leased

entity.

Applicant further submits that Mitcham does not

disclose, teach, or suggest, the recited at least one of a

display device and an output device for providing information

contained in at least one of the recited fourth data set, the

recited insurance premium, and the recited insurance policy.

In view of the foregoing, Applicant respectfully submits

that Mitcham does not disclose, teach, or suggest, many of the

specifically recited features of independent Claim 1 and,

therefore, Mitcham does not disclose, teach, or suggest, all of

the specifically recited features of independent Claim 1.

In view of the above, Applicant respectfully submits

that the present invention, as defined by independent Claim 1,

is patentable over Mitcham, and, therefore, Applicant

respectfully submits that the present invention, as defined by

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independent Claim 1, is patentable over the prior art. In view
of the foregoing, Applicant respectfully submits that the
present invention, as defined by independent Claim 1, is
patentable over the prior art. Applicant further submits that
Claims 2-7, which claims depend directly from independent
Claim 1, so as to include all of the limitations of
independent Claim 1, are also patentable as said Claims 2-7
depend from allowable subject matter. Allowance of pending
Claims 1-7 is, therefore, respectfully requested.

IIB. CLAIMS 8-14 ARE PATENTABLE OVER THE PRIOR ART:

Applicant respectfully submits that the present
invention, as defined by Claims 8-14, is patentable over the
prior art. Applicant respectfully submits that the present
invention, as defined by independent Claim 8, is patentable
over the prior art. Applicant submits that the present
invention, as defined by independent Claim 8, is patentable
over Mithcham.

Applicant respectfully submits that the Examiner's
reliance on In re Swineheart and In re Schreiber is untenable.
Applicant respectfully submits that the Examiner has not
provided any reason for the Examiner or the Patent Office to

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believe that the functional limitations of Claim 8 are inherent characteristics of Mitcham. See, for example, In re Schreiber, 128 F.3d 1473, 1478 (Fed. Cir. 1997). Applicant further respectfully submits that Mitcham does not disclose, teach, or suggest, inherently or otherwise, the subject matter of the functional limitations of independent Claim 8, and further, Applicant submits that Mitcham does not, disclose, teach, or suggest, the present invention, as defined by independent Claim 8.

Applicant respectfully submits that Mitcham does not disclose, teach, or suggest, an apparatus for processing lease insurance information, comprising: a processor for processing a first data set using a second data set and a third data set, wherein the first data set contains information for generating at least one of an insurance premium and an insurance policy for providing insurance for post-warranty repairs for a leased entity, wherein the second data set contains information regarding at least one of the entity to be leased and a term of the lease, and wherein the third data set contains information regarding at least one of a driving history of the leasing individual, a driving history of the leasing entity, a usage history of the leasing individual, a usage history of the leasing entity, an insurance history of the leasing individual,

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an insurance history of the leasing entity, a past leasing history of the leasing individual, a past leasing history of the leasing entity, a desired lease insurance coverage, a lease insurance deductible, and a lease insurance policy term, and further wherein the processor generates a fourth data set containing at least one of an insurance premium and an insurance policy for providing insurance for post-warranty repairs for the leased entity; and at least one of a display device and an output device for providing information contained in at least one of the fourth data set, the insurance premium, and the insurance policy, all of which features are specifically recited features of independent Claim 8.

Applicant submits that Mitcham does not disclose, teach, or suggest, an apparatus for processing lease insurance information. Applicant submits that Mitcham does not disclose, teach, or suggest, lease insurance and that Mitcham does not disclose, teach, or suggest, at least one of an insurance premium and an insurance policy for providing insurance for post-warranty repairs for the leased entity. Applicant further submits that Mitcham does not disclose, teach, or suggest, the recited processor, the recited first data set, the recited second data set, the recited third data set, and the recited

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fourth data set, having the recited features of independent Claim 8.

Applicant submits that Mitcham does not disclose, teach, or suggest, the recited processor for processing the recited first data set using the recited second data set and the recited third data set, wherein the recited first data set contains information for generating at least one of an insurance premium and an insurance policy for providing insurance for post-warranty repairs for a leased entity, wherein the recited second data set contains information regarding at least one of the entity to be leased and a term of the lease, and wherein the recited third data set contains information regarding at least one of a driving history of the leasing individual, a driving history of the leasing entity, a usage history of the leasing individual, a usage history of the leasing entity, an insurance history of the leasing individual, an insurance history of the leasing entity, a past leasing history of the leasing individual, a past leasing history of the leasing entity, a desired lease insurance coverage, a lease insurance deductible, and a lease insurance policy term.

Applicant further submits that Mitcham does not disclose, teach, or suggest, the recited processor which

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generates the recited fourth data set containing at least one of an insurance premium and an insurance policy for providing insurance for post-warranty repairs for the leased entity.

Applicant further submits that Mitcham does not disclose, teach, or suggest, the recited at least one of a display device and an output device for providing information contained in at least one of the recited fourth data set, the recited insurance premium, and the recited insurance policy.

In view of the foregoing, Applicant respectfully submits that Mitcham does not disclose, teach, or suggest, many of the specifically recited features of independent Claim 8 and, therefore, Mitcham does not disclose, teach, or suggest, all of the specifically recited features of independent Claim 8.

In view of the above, Applicant respectfully submits that the present invention, as defined by independent Claim 8, is patentable over Mitcham, and, therefore, Applicant respectfully submits that the present invention, as defined by independent Claim 8, is patentable over the prior art. In view of the foregoing, Applicant respectfully submits that the present invention, as defined by independent Claim 8, is patentable over the prior art. Applicant further respectfully

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submits that Claims 9-14, which claims depend either directly or indirectly from independent Claim 8, so as to include all of the limitations of independent Claim 8, are also patentable as said Claims 9-14 depend from allowable subject matter. Allowance of pending Claims 8-14 is, therefore, respectfully requested.

IIC. CLAIMS 16-20 ARE PATENTABLE OVER THE PRIOR ART:

Applicant respectfully submits that the present invention, as defined by Claims 15-20, is patentable over the prior art. Applicant respectfully submits that the present invention, as defined by independent Claim 15, is patentable over the prior art. Applicant submits that the present invention, as defined by independent Claim 15, is patentable over Mithcham.

Applicant respectfully submits that the Examiner's reliance on In re Swineheart and In re Schreiber is untenable. Applicant respectfully submits that the Examiner has not provided any reason for the Examiner or the Patent Office to believe that the functional limitations of Claim 15 are inherent characteristics of Mitcham. See, for example, In re Schreiber, 128 F.3d 1473, 1478 (Fed. Cir. 1997). Applicant

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further respectfully submits that Mitcham does not disclose,
teach, or suggest, inherently or otherwise, the subject matter
of the functional limitations of independent Claim 15, and
further, Applicant submits that Mitcham does not, disclose,
teach, or suggest, the present invention, as defined by
independent Claim 15.

Applicant respectfully submits that Mitcham does not
disclose, teach, or suggest, an apparatus for processing lease
insurance information, comprising: a processor for processing a
first data set using a second data set and a third data set,
wherein the first data set contains information for generating
at least one of an insurance premium and an insurance policy
for providing insurance for at least one of excess wear and
tear for a leased entity and post warranty repairs for a leased
entity, wherein the second data set contains information
regarding at least one of the entity to be leased and a term of
the lease, and wherein the third data set contains information
regarding at least one of a driving history of the leasing
individual, a driving history of the leasing entity, a usage
history of the leasing individual, a usage history of the
leasing entity, an insurance history of the leasing individual,
an insurance history of the leasing entity, a past leasing
history of the leasing individual, a past leasing history of

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the leasing entity, a desired lease insurance coverage, a lease
insurance deductible, and a lease insurance policy term,
wherein the processor generates a fourth data set containing at
least one of an insurance premium and an insurance policy for
providing at least one of an insurance policy and an insurance
product for at least one of excess wear and tear for the leased
entity and post warranty repairs for the leased entity, wherein
the processor generates a fifth data set containing information
regarding at least one of a liability, a potential liability,
and a risk of loss, associated with the at least one of an
insurance policy and an insurance product; at least one of a
display device and an output device for providing information
contained in at least one of the fourth data set, the fifth
data set, the insurance premium, the insurance policy, and the
insurance product, all of which features are specifically
recited features of independent Claim 15.

Applicant submits that Mitcham does not disclose,
teach, or suggest, an apparatus for processing lease insurance
information. Applicant submits that Mitcham does not disclose,
teach, or suggest, lease insurance and that Mitcham does not
disclose, teach, or suggest, at least one of an insurance
premium and an insurance policy for providing insurance for at
least one of excess wear and tear for a leased entity and post

warranty repairs for a leased entity. Applicant further submits that Mitcham does not disclose, teach, or suggest, the recited processor, the recited first data set, the recited second data set, the recited third data set, the recited fourth data set, and the recited fifth data set, having the recited features of independent Claim 15.

Applicant submits that Mitcham does not disclose, teach, or suggest, the recited processor for processing the recited first data set using the recited second data set and the recited third data set, wherein the recited first data set contains information for generating at least one of an insurance premium and an insurance policy for providing insurance for at least one of excess wear and tear for a leased entity and post warranty repairs for a leased entity, wherein the recited second data set contains information regarding at least one of the entity to be leased and a term of the lease, and wherein the recited third data set contains information regarding at least one of a driving history of the leasing individual, a driving history of the leasing entity, a usage history of the leasing individual, a usage history of the leasing entity, an insurance history of the leasing individual, an insurance history of the leasing entity, a past leasing history of the leasing individual, a past leasing history of

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the leasing entity, a desired lease insurance coverage, a lease
insurance deductible, and a lease insurance policy term.

Applicant further submits that Mitcham does not
disclose, teach, or suggest, the recited processor which
generates the recited fourth data set containing at least one
of an insurance premium and an insurance policy for providing
at least one of an insurance policy and an insurance product
for at least one of excess wear and tear for the leased entity
and post warranty repairs for the leased entity.

Applicant further submits that Mitcham does not
disclose, teach, or suggest, the recited processor which
generates the recited fifth data set containing information
regarding at least one of a liability, a potential liability,
and a risk of loss, associated with the at least one of an
insurance policy and an insurance product.

Applicant further submits that Mitcham does not
disclose, teach, or suggest, the recited at least one of a
display device and an output device for providing information
contained in at least one of the recited fourth data set, the
recited fifth data set, the recited insurance premium, the
recited insurance policy, and the recited insurance product.

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In view of the foregoing, Applicant respectfully submits that Mitcham does not disclose, teach, or suggest, many of the specifically recited features of independent Claim 15 and, therefore, Mitcham does not disclose, teach, or suggest, all of the specifically recited features of independent Claim 15.

In view of the above, Applicant respectfully submits that the present invention, as defined by independent Claim 15, is patentable over Mitcham, and, therefore, Applicant respectfully submits that the present invention, as defined by independent Claim 15, is patentable over the prior art. In view of the foregoing, Applicant respectfully submits that the present invention, as defined by independent Claim 15, is patentable over the prior art. Applicant further submits that Claims 16-20, which claims depend directly from independent Claim 15, so as to include all of the limitations of independent Claim 15, are also patentable as said Claims 16-20 depend from allowable subject matter. Allowance of pending Claims 15-20 is, therefore, respectfully requested.

III. CONCLUSION:

In view of the foregoing, the application is deemed to be in condition for allowance and action to that end is

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respectfully requested.   Allowance of pending Claims 1-20 is

respectfully requested.

                                          Respectfully Submitted,

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